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April 1, 2025

VIA ECF

Honorable Maria Valdez United States District Court Northern District of Illinois Courtroom 1041 219 South Dearborn Street Chicago, IL 60604

Re: Huizhou Wokeer Electronic Technology Co., Ltd. v. Kenashii

LLC, 24-cv-07822

Dear Judge Valdez:

We represent Defendant, Kenashii LLC ("Defendant"), in the above-referenced matter. Per the Court's March 28, 2025 directive, we write to request that the Court refrain from accepting Plaintiff's notice of dismissal. Since Defendant is prepared to timely file its Answer with Counterclaims for Plaintiff's extensive infringing activities (which is attached hereto as Exhibit A) in this action, it strikes us as most reasonable to avoid incurring additional expenses commencing a separate action and serving Plaintiff, who commenced the instant action and already established a forum for adjudicating the parties' respective claims. Accordingly, Defendant requests leave of the Court to file its Answer with Counterclaims on or before April 3, 2025 (as originally contemplated), or such other date as ordered by the Court.

We thank the Court for its continued attention to this matter. Should the Court require any additional information from the parties, we are happy to provide it.

Respectfully Submitted,

Gabriel Altman

cc: He Cheng (via ECF)

Exhibit A

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

HUIZHOU WOKEER ELECTRONIC
TECHNOLOGY CO., LTD.,

Plaintiff,

Vs.

KENASHII LLC,

Defendant.

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ANSWER WITH COUNTERCLAIMS

Defendant Kenashii LLC ("Kenashii"), by and through its undersigned counsel of record, hereby answers the First Amended Complaint with Jury Demand (ECF No. 17) (the "Complaint") filed by Plaintiff Huizhou Wokeer Electronic Technology Co., LTD ("Plaintiff"), and advances its own Counterclaims against Plaintiff, as follows:

NATURE OF THE ACTION

1. Kenashii responds to Paragraph 1 by noting that it contains legal conclusions warranting no response, and further refers to the Court's decision on Kenashii's motion to dismiss, which concluded that Plaintiff's federal and state claims survived dismissal at the pleading stage. (ECF No. 32.) Notwithstanding the foregoing, Kenashii maintains that Plaintiff has infringed on Kenashii's trademarks, as recited in more detail herein.

JURISDICTION AND VENUE

- 2. While this paragraph contains legal conclusions to which no response is required, Kenashii admits that, to the extent Plaintiff states a claim under the Lanham Act, this Court has original subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121.
- 3. While this paragraph contains legal conclusions to which no response is required, Kenashii admits that venue is proper in this Court.
- 4. Kenashii denies that Plaintiffs have any cause of action against Kenashii for conduct occurring in the state of Illinois or anywhere else. Kenashii admits that it has engaged in commercial activities in the State of Illinois and in this District, is otherwise subject to personal jurisdiction in this court. Kenashii denies the remaining allegations in this paragraph, including those concerning the harm and/or injury Plaintiff has allegedly suffered.

THE PARTIES

- 5. Kenashii lacks knowledge or information sufficient to form a belief as to the truth of the allegations recited in this paragraph, and accordingly, denies the allegations in this paragraph.
 - 6. Kenashii admits the allegations in this paragraph.

STATEMENT OF FACTS

7. Kenashii lacks knowledge or information sufficient to form a belief as to the truth of the majority of the allegations recited in this paragraph, although admits that it is aware of an entity (or entities) selling and/or distributing hair removal products under the "WOKAAR" brand name. With respect to the allegations concerning Plaintiff's trademark bearing serial number 98392859, Exhibit 1 to Plaintiff's Complaint's appears to reflect that Plaintiff owns a valid trademark for the "WOKAAR Mark," as that term is defined in Plaintiff's Complaint. Kenashii

lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, especially those concerning the "design" or "manufacture" of the products referenced.

- 8. Kenashii lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.
 - 9. Kenashii admits the allegations in this paragraph.
- 10. Kenashii notes that the allegations in this paragraph refers to documents that speak for themselves. Notwithstanding the foregoing and to the extent a response is required, Kenashii admits the allegations in this paragraph.
- 11. Kenashii notes that the allegations in this paragraph refers to documents that speak for themselves. Notwithstanding the foregoing and to the extent a response is required, Kenashii admits the allegations in this paragraph.
- 12. Kenashii notes that the allegations in this paragraph refers to documents that speak for themselves. To the extent a response is required, Kenashii admits the allegations in this paragraph insofar as the complaints referenced note that Plaintiff has infringed on Kenashii's trademark for "Wax that Nose Beard" and Kenashii further notes that Plaintiff omits the language in each complaint stating that, "The trademark that is being infringed is shown on the brand carousel."
 - 13. Kenashii denies the allegations in this paragraph.
 - 14. Kenashii denies the allegations in this paragraph.
 - 15. Kenashii denies the allegations in this paragraph.
- 16. Kenashii lacks knowledge or information sufficient to form a belief as to the truth of the majority of the allegations recited in this paragraph, although admits that Amazon may have

acted on Kenashii's complaints referenced in this paragraph since the infringing material associated with the ASINs referenced herein has been removed.

- 17. Kenashii denies the allegations in this paragraph.
- 18. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 19. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 20. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.

COUNT I – Declaratory Judgment of Noninfringement of Trademarks

- 21. Kenashii incorporates by reference its responses to paragraphs 1 to 20 as if fully set forth herein.
- 22. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph insofar as they characterize Kenashii's complaints as "baseless." Kenashii admits that it has lodged complaints against Plaintiff with Amazon for Plaintiff's infringement of Kenashii's trademark rights.
 - 23. Kenashii denies the allegations in this paragraph.
- 24. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii lacks knowledge or information sufficient to form a belief as to the truth of the allegations concerning how Plaintiff markets and sells its goods to the world at large; however, Kenashii denies the allegations insofar as they disclaim all trademark infringement, which Plaintiff has committed in its various sales and marketing efforts.

- 25. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 26. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 27. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.

COUNT II – Declaratory Judgment of Trademark Invalidity

- 28. Kenashii incorporates by reference its responses to paragraphs 1 to 27 as if fully set forth herein.
- 29. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 30. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 31. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 32. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 33. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.

COUNT III – Unfair Competition under Illinois Common Law

- 34. Kenashii incorporates by reference its responses to paragraphs 1 to 33 as if fully set forth herein.
 - 35. Kenashii denies the allegations in this paragraph.

- 36. Kenashii denies the allegations in this paragraph.
- 37. Kenashii denies the allegations in this paragraph.
- 38. Kenashii denies the allegations in this paragraph.
- 39. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 40. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.
- 41. This paragraph contains legal conclusions to which no response is required. To the extent a response is required, Kenashii denies the allegations in this paragraph.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, by its failure to use the mark in commerce prior to Kenashii in a manner sufficient to grant it superior trademark rights.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, by the presumptive validity of Kenashii's marks being registered on the Principal Register with the United States Patent &

Trademark Office, which entitles them to a presumption of non-descriptiveness and nongenericness.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because the term "NOSE BEARD" has not become common parlance or otherwise become colloquial.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because Plaintiff has unclean hands by infringing upon Kenashii's trademark rights by utilizing Kenashii's duly registered trademarks in interstate commerce without obtaining any license or otherwise seeking permission and/or authority to do so.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because Kenashii has acted in good faith at all times with respect to the allegations in the Complaint.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because Plaintiff has sowed consumer confusion by utilizing Kenashii's duly registered trademarks in interstate commerce and co-opting Kenashii's trade dress for its products without any lawful rights to do so.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because Plaintiff's actions in misappropriating Kenashii's intellectual property rights to sell Plaintiff's goods on Amazon.com and elsewhere were unlawful.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims for relief are barred, in whole or in part, because Plaintiff's actions in misappropriating Kenashii's intellectual property rights to sell Plaintiff's goods on Amazon.com and elsewhere were illegal.

ADDITIONAL AFFIRMATIVE DEFENSES & RESERVATION OF RIGHTS

Kenashii hereby gives notice that it reserves its rights to assert such other and further defenses as may become known or available during this proceeding and to amend this Answer and all such defenses asserted herein accordingly.

COUNTERCLAIMS

Pursuant to Federal Rule of Civil Procedure 13, Defendant/Counterclaim-Plaintiff Kenashii LLC ("Kenashii") asserts the following counterclaims against Plaintiff/Counterclaim-Defendant Plaintiff Huizhou Wokeer Electronic Technology Co., LTD ("Counterclaim-Defendant").

NATURE OF THE ACTION

1. This is an action for trademark infringement seeking damages for Plaintiff's willful misappropriation of Kenashii's trademarks, (i) "WAX THAT NOSE BEARD" and (ii) "NOSE BEARD," to sell infringing goods across a variety of channels in the same product categories as Kenashii, in direct contravention of the Lanham Act, the Illinois Deceptive Trade Practices Act, and the common law.

THE PARTIES

2. Defendant/Counterclaim-Plaintiff Kenashii LLC ("Kenashii") is a Wyoming-based limited liability company, with its principal place of business located at principal place of business at 1309 Coffeen Avenue, Suite 1200, Sheridan, WY 82801. Kenashii owns the trademarks for

"WAX THAT NOSE BEARD" (USPTO registration number 7,084,290) and "NOSE BEARD" (USPTO registration number 7,492,614). Chromatek Ltd is the parent company of Kenashii LLC, which does business on Amazon.com and elsewhere. Kenashii also markets and sells its products on Amazon and via its direct-to-consumer website, Kenashii.com. Kenashii has sold products to consumers located in this District via its channels.

3. Plaintiff/Counterclaim-Defendant Huizhou Wokeer Electronic Technology Co., LTD ("Counterclaim-Defendant") is a is a limited company organized and existing under the laws of the People's Republic of China, having its principal place of business located at Left Bank, Chang'an S Rd, Huiyang, Rm 03, 2nd Floor, Building 8, Spring Garden, Huizhou, China. At all times relevant to this dispute, Counterclaim-Defendant has been selling and marketing various hair waxing products under the "Wokaar" brand name via Amazon, its own direct-to-consumer website (wokaar.com) and via other online retail channels.

JURISDICTION AND VENUE

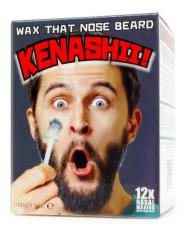
- 4. This Court has subject matter jurisdiction over Kenashii's counterclaims as federal questions pursuant to Section 39 of the Lanham Act, 15 U.S.C. § 1121, and 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a) and (b).
- 5. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Kenashii's state law counterclaims arising under Illinois statutory and common law since they are so related to the federal claims that they form part of the same case and/or controversy and derive from a common nucleus of operative facts.

Collectively, the trademarks for "WAX THAT NOSE BEARD" (USPTO registration number 7,084,290) and "NOSE BEARD" (USPTO registration number 7,492,614) are referred to herein as the "Trademarks."

- 6. This Court has personal jurisdiction over Counterclaim-Defendant, who has commenced the instant action and thus submitted to its jurisdiction. Moreover, Counterclaim-Defendant makes the infringing products at issue in this lawsuit available for sale in the state of Illinois and in the Northern District of Illinois.
- 7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to Kenashii's claims occurred in this District.
- 8. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(b)(3) because Counterclaim-Defendant is subject to this Court's personal jurisdiction with respect to such actions.

FACTUAL BACKGROUND

- 9. Chromatek Ltd. ("Chromatek") has been an Amazon.com seller since 2017.
- 10. In approximately May 2018, Chromatek began selling nose waxing kits on Amazon under the Kenashii brand name via distinctive packaging, specifically designed for the purpose. The kits are typically sold containing depilatory wax in a container, which is heated in the microwave to melt the wax, and an applicator for applying the wax and removing hair.
- 11. In October 2018, Kenashii updated its product packaging to contain the slogan, "WAX THAT NOSE BEARD," which has remained on Kenashii's product packaging ever since. Below is an example of how the English version of the product packaging first appeared, which was subsequently sold on Amazon.



- 12. Since nose hair removal is a competitive space, Kenashii specifically chose the slogan "WAX THAT NOSE BEARD" for its fanciful nature and to strengthen Kenashii's brand in the marketplace.
- 13. In 2022, Kenashii released the "Kenashii Super" kit (the "Kenashii Super Kits"), which, like all Kenashii's packaging, also featured the slogan "WAX THAT NOSE BEARD." Kenashii's Super Kits were marketed and sold featuring the following packaging design:







- 14. On April 18, 2022, Kenashii submitted its application to the United State Patent and Trademark Office ("USPTO") to register the word mark "WAX THAT NOSE BEARD," specifically disclaiming any rights to exclusivity for the term "Wax," for "International Class 003: Depilatories; Depilatory preparations; Depilatory preparations and substances; Depilatory wax; Wax for removing body hair; Wax strips for removing body hair."
- 15. On June 20, 2023, Kenashii's application for the word mark "WAX THAT NOSE BEARD" matured to registration, and was granted registration number 7,084,290 on the USPTO's Principal Register. A copy of the registration certificate for the word mark "WAX THAT NOSE BEARD" is annexed hereto as Exhibit A.

- 16. On September 6, 2023, Kenashii submitted its application to the USPTO for the word mark "NOSE BEARD" for "International Class 003: Depilatories; Depilatory preparations; Depilatory preparations and substances; Depilatory wax; Wax for removing body hair; Wax strips for removing body hair."
- 17. On September 3, 2024, Kenashii's application for the word mark "NOSE BEARD" matured to registration and was granted registration number 7,492,614 on the USPTO's Principal Register. A copy of the registration certificate for the word mark "NOSE BEARD" is annexed hereto as Exhibit B.
- 18. Since 2018, Kenashii has sold hundreds of thousands of units of its various nose hair waxing products bearing the word mark WAX THAT NOSE BEARD to customers all around the world, including to consumers in the United States and in Illinois, via Amazon in the United States and United Kingdom as well as Kenashii's direct-to-consumer website, Kenashii.com.

Counterclaim-Defendant's Infringement

- 19. While Kenashii was generally aware of Counterclaim-Defendant's existence as a competitor (along with numerous others), specifically as an entity doing business under the "Wokaar" brand name, Kenashii generally had no issues with Counterclaim-Defendant's products from approximately 2019 to early 2023 and lodged no complaints or otherwise took any adversary posture vis-à-vis Counterclaim-Defendant.
- 20. In 2023, Kenashii observed Counterclaim-Defendant marketing its nose hair waxing kits with substantially similar packaging to the Kenashii Super Kits and containing the slogan "Waxing The Nose Beard."

21. In January 2024, Kenashii's principal, Samuel Jones, conducted a test purchase of Counterclaim-Defendant's ASIN #B0CJ288644,² which Mr. Jones observed contained the slogan "Waxing The Nose Beard," which infringes on Kenashii's common law and federal trademark rights. Images reflecting the packaging of the product Mr. Jones purchased from Counterclaim-Defendant are reproduced below:



22. Mr. Jones further observed an additional Amazon listing being marketed under the Wokaar brand name (belonging to Counterclaim-Defendant), which also featured the slogan "Waxing The Nose Beard." An image of the additional infringing listing referenced here is reproduced below:

² "ASIN" stands for Amazon Standard Identification Number and is a unique identifier given to products sold on Amazon.

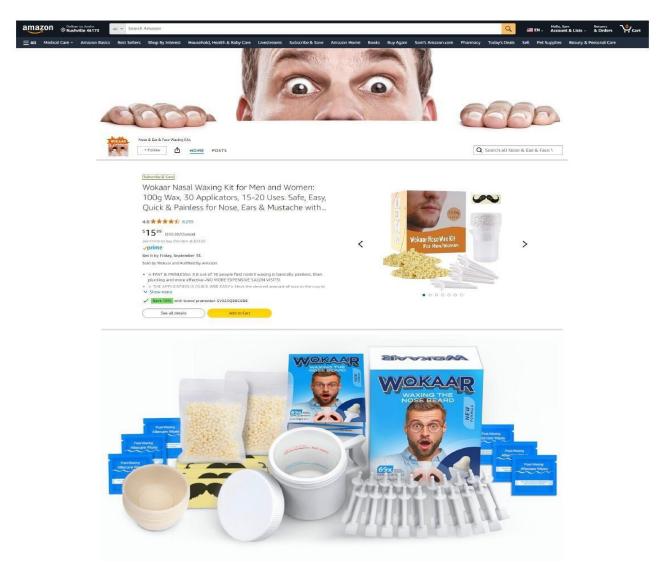


23. Additionally, Mr. Jones observed that the Wokaar brand store on Amazon contained a brand carousel that used Kenashii's exact trademark WAX THAT NOSE BEARD to market its products on Amazon. The offending brand carousel is reproduced below:



24. As a result of Mr. Jones's test purchases and subsequent observations of Counterclaim-Defendant's offending listings, in August 2024, Kenashii lodged complaints with Amazon for Counterclaim-Defendant's ASINs numbered B0CJ288644, B0C3D4369J, and B0CY1WZPL3.

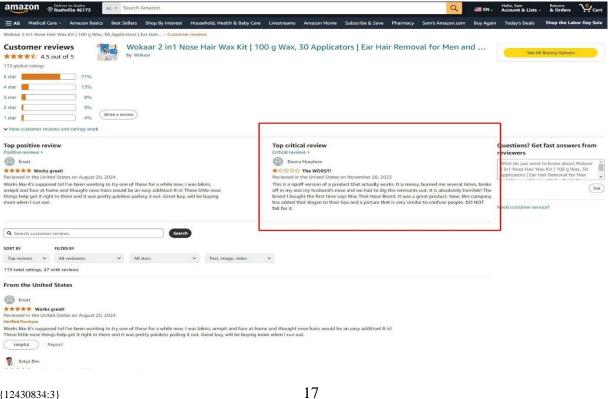
- 25. Kenashii's complaint for ASIN # B0CJ288644 alleged *inter alia*, that the product packaging infringed on Kenashii's trademark rights and that the brand carousel featured on the product detail page did as well.
- 26. Kenashii's complaints for ASINs numbered B0C3D4369J and B0CY1WZPL3 alleged *inter alia*, that the brand carousel featured on the respective products' detail page infringed on Kenashii's trademark rights.
- 27. Upon information and belief, Amazon accepted and actioned all of Kenashii's complaints by removing the infringing product listings.
- 28. Moreover, in August 2024, Kenashii observed Counterclaim-Defendant's listings for ASINs numbered B0C1NF4XMV and B0B45SPRWV using Kenashii's WAX THAT NOSE BEARD mark. Copies of the infringing listings are attached hereto as Exhibit C (for ASIN # B0C1NF4XMV) and Exhibit D (for ASIN # B0B45SPRWV).
- 29. Although Counterclaim-Defendant has since changed it, Counterclaim-Defendant's storefront also featured the following listing in late 2024:



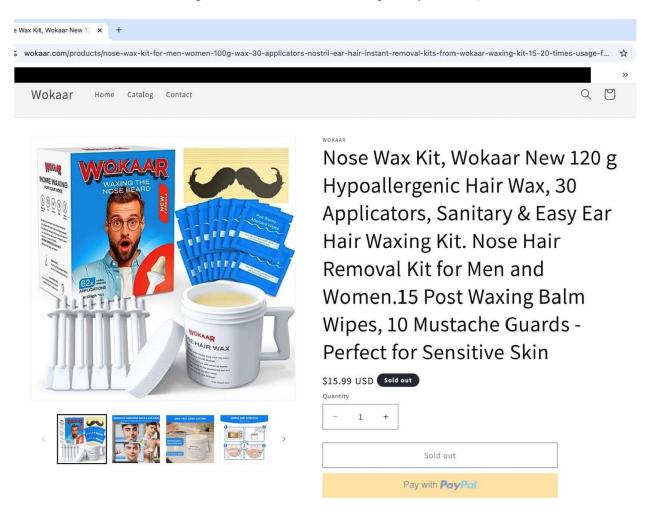
30. Counterclaim-Defendant maintains a YouTube page where it demonstrates how to use the products it sells. In 2024, Kenashii observed Counterclaim-Defendant's YouTube video containing infringing product packaging bearing Kenashii's trademarks, as reproduced on the following page:

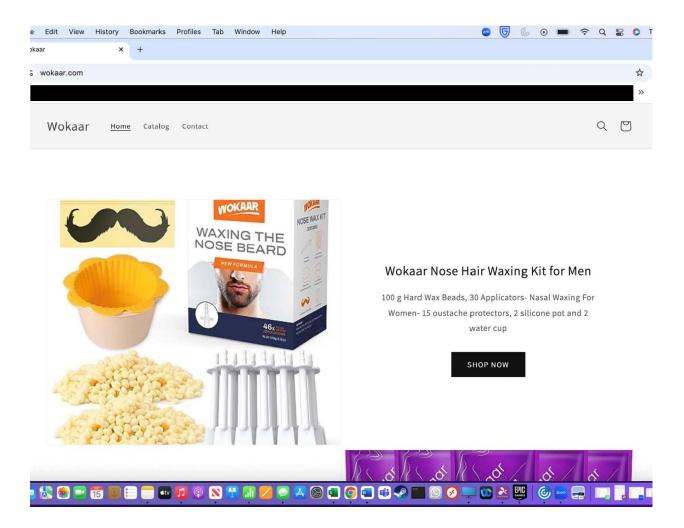


31. While Kenashii cannot be certain how far back Counterclaim-Defendant's infringement goes, it dates back to at least November 28, 2023, since Kenashii observed and captured a screenshot reflecting a consumer complaining of that the consumer believed it was purchasing Kenashii's product. The image below is a copy of that screenshot:



32. Screenshots from Counterclaim-Defendant's website show that, at least as late as October 15, 2024, Counterclaim-Defendant was selling products that infringed on Plaintiff's trademarks. Two of the screenshots collected by Kenashii are reproduced below (with only bookmarks from the undersigned's browser redacted for privacy reasons):





- 33. In addition to the foregoing, Kenashii has observed Counterclaim-Defendant's infringing products offered for sale on various third-party retailing sites, including but not limited to: (i) ebay.com, (ii) tailgood.com, and (iii) gosupps.com.
- 34. Therefore, Counterclaim-Defendant either has not attempted to prevent infringing goods from being placed in the stream of commerce and/or continues to do so directly itself, despite long being on notice of Kenashii's superior trademark rights.
- 35. In fact, as of March 25, 2025, Counterclaim-Defendant's product listing on tailgood.com still contained the following infringing brand carousel:



- 36. As is clear from the foregoing, Counterclaim-Defendant has been co-opting the goodwill generated by Kenashii's distinctive packaging and brand goodwill since at least late 2023, in violation of numerous of Plaintiff's common law and federal trademark rights.
- 37. Accordingly, Kenashii is entitled to damages from Counterclaim-Defendant in an amount to be determined at trial after a full accounting of Counterclaim-Defendant's infringing sales, but Kenashii's damages are believed to well exceed \$1 million given the volume of sales Counterclaim-Defendant has generated from Amazon alone.

COUNT I (Trademark Infringement in Violation of Lanham Act - 15 U.S.C. § 1114(1)(a))

- 38. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 37, as though recited fully herein.
- 39. Kenashii owns the trademarks (i) WAX THAT NOSE BEARD and (ii) NOSE BEARD, which are valid trademarks on the Principal Register of the U.S. Patent and Trademark Office and are entitled to protection.

- 40. Kenashii has both priority and superior rights as compared to Counterclaim-Defendant's unapproved, federally illegal use of the terms WAX THAT NOSE BEARD and NOSE BEARD.
- 41. As a result of Kenashii's duly registered Trademarks, Kenashii enjoys constructive nationwide priority and is presumed to have started using the marks at least as early as the Trademark' respective filing dates.
- 42. By virtue of Kenashii's duly registered Trademarks, Counterclaim-Defendant has knowledge of Kenashii's registrations, and because of this constructive notice, Counterclaim-Defendant cannot claim that it has infringed on Kenashii's Trademarks unknowingly, or otherwise lacked notice.
- 43. Moreover, Counterclaim-Defendant has also infringed upon Kenashii's Trademarks via its use of the confusingly similar slogan "Waxing the Nose Beard."
- 44. Despite Kenashii's well-known prior rights and earlier usage of the Trademarks, Counterclaim-Defendant has, without Kenashii's authorization, permission, or consent, used and continues to use in the United States (including in this District), Kenashii's federally-registered Trademarks, or reproductions, copies, and colorable imitations thereof, in connection with the sale, offering for sale, distribution, and/or advertising of Counterclaim-Defendant's goods, including Counterclaim-Defendant's use of the terms "NOSE BEARD," "WAX THAT NOSE BEARD," and the confusingly similar, "Waxing the Nose Beard," in connection with the promotion and sale of nose hair waxing products, which are otherwise closely related to Kenashii's products.
- 45. Counterclaim-Defendant's usage of the terms "NOSE BEARD," "WAX THAT NOSE BEARD," and the confusingly similar slogan "Waxing the Nose Beard" occurred in a manner that infringes upon Kenashii's Trademarks, and is likely to cause confusion, mistake, and

deception as to the source, affiliation, approval or sponsorship of the infringing goods, leading consumers to believe that Counterclaim-Defendant's goods, and the goods advertised and promoted by Counterclaim-Defendant are the goods and services of Kenashii, are sourced from, originate from, or are affiliated, approved by, sponsored by, or in some way are affiliated with or connected to Kenashii.

- 46. Based at least in part on Amazon reviews, such as the one referenced in Paragraph 31, certain consumers did in fact confuse Counterclaim-Defendant's products with Kenashii's.
- 47. Counterclaim-Defendant's infringing use in interstate commerce of Kenashii's Trademarks was and continues to be done with the intent to cause confusion, mistake, and to deceive consumers concerning the source and/or sponsorship of Counterclaim-Defendant's goods.
- 48. As a result of Counterclaim-Defendant's conduct, Kenashii has sustained actual damages to its business, goodwill, and reputation, which was the proximate result of Counterclaim-Defendant's wrongful and willful acts including *inter alia*, knowingly offering for sale infringing goods.
- 49. Accordingly, Kenashii is entitled to recover three times the amount of its actual damages in an amount to be proven at trial pursuant to 15 U.S.C. § 1117, but which is believed to be in excess of \$1 million based on Kenashii's estimations of Counterclaim-Defendant's sales since the infringement was first observed.
- 50. Considering the willfulness of Counterclaim-Defendant's conduct, ascertaining the full amount of Kenashii's damages requires an accounting of Counterclaim-Defendant's profits.
- 51. As a result of Counterclaim-Defendant's unlawful conduct, Counterclaim-Defendant was unjustly enriched.

- 52. Accordingly, awarding Kenashii Counterclaim-Defendant's profits and punitive damages is necessary to deter Counterclaim-Defendant from engaging in similar conduct in the future.
- 53. In light of Counterclaim-Defendant's willful, wanton, and deliberate conduct, Kenashii is entitled to enhanced damages pursuant to 15 U.S.C. § 1117, including (but not limited to) reasonable attorney's fees and costs associated with prosecuting its claims.
- 54. Furthermore, since Kenashii has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Counterclaim-Defendant's conduct is allowed to continue, this Court should also permanently enjoin Counterclaim-Defendant from utilizing any of Kenashii's Trademarks going forward.

COUNT II (False Designation of Origin & Trademark Dilution - 15 U.S.C. § 1125)

- 55. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 54, as though recited fully herein.
- 56. Kenashii is the lawful of owner of all rights and title to the Trademarks, and otherwise has valid and protectable prior rights to the Trademarks.
- 57. Kenashii's rights in the Trademarks are superior to Counterclaim-Defendant's, and the Trademarks uniquely identify Kenashii's products.
- 58. Counterclaim-Defendant has engaged in federal unfair competition and false designation of origin to willfully misappropriate, dilute, and co-opt the goodwill associated with Kenashii's Trademarks in direct violation 15 U.S.C. § 1125.
- 59. Because of Counterclaim-Defendant's conduct marketing and selling infringing products, Kenashii has been irreparably harmed, as has the general public.

- 60. Counterclaim-Defendant knowingly used, and continues to use, in interstate commerce Kenashii's Trademarks in connection with the products Counterclaim-Defendant markets, promotes, advertises, and offers for sale to consumers in the United States (including those located in this District).
- 61. Counterclaim-Defendant's unauthorized use of the Trademarks is likely to confuse, mislead, and/or deceive consumers as to the origin, source, sponsorship, or affiliation of Counterclaim-Defendant and Kenashii.
- 62. Counterclaim-Defendant's usage of the terms "NOSE BEARD," "WAX THAT NOSE BEARD," and the confusingly similar slogan "Waxing the Nose Beard" occurred in a manner that infringes upon Kenashii's Trademarks, and is likely to sow confusion, mistake, and deception as to designation of origin of Counterclaim-Defendant's goods, leading consumers to believe that Counterclaim-Defendant's goods, and the goods advertised and promoted by Counterclaim-Defendant, are the goods and services of Kenashii, or are sourced, originate from, affiliated with, approved and/or sponsored by, or are in some other way connected with Kenashii.
- 63. Moreover, Counterclaim-Defendant's unauthorized use of the Trademarks and the confusingly similar slogan "Waxing the Nose Beard" is likely to confuse, mislead, and/or deceive consumers as to the origin, source, sponsorship, or affiliation Counterclaim-Defendant's products and those sold by Kenashii.
- 64. Counterclaim-Defendant's unauthorized use of Kenashii's Trademarks has been and is diluting the distinctive qualities of Kenashii's Trademarks, which have long identified its products in the marketplace and well before Counterclaim-Defendant's unauthorized use.
- 65. Furthermore, since Kenashii has no adequate remedy at law that will compensate for the continued and irreparable harm it will suffer if Counterclaim-Defendant's conduct is

allowed to continue, this Court should also permanently enjoin Counterclaim-Defendant from utilizing any of Kenashii's Trademarks going forward.

- 66. As a result of Counterclaim-Defendant's wrongful conduct, Kenashii has sustained actual damages to its business, Trademarks, goodwill, and is entitled to recover three times the amount of its actual damages in an amount to be proven at trial pursuant to 15 U.S.C. § 1117, but which is believed to be in excess of \$1 million based on Kenashii's estimations of Counterclaim-Defendant's sales since the infringement was first observed.
- 67. Considering the willfulness of Counterclaim-Defendant's conduct, ascertaining the full amount of Kenashii's damages requires an accounting of Counterclaim-Defendant's profits.
- 68. In light of Counterclaim-Defendant's willful, wanton, and deliberate conduct, devoid of any mitigating factors, Kenashii is entitled to enhanced damages pursuant to 15 U.S.C. § 1117, including (but not limited to) reasonable attorney's fees and costs associated with prosecuting its infringement claims against Counterclaim-Defendant.

COUNT III (Common Law Trademark Infringement)

- 69. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 68, as though recited fully herein.
- 70. Kenashii owns all rights, interest, and title to the Trademarks, including valuable common law rights in the marks.
- 71. Counterclaim-Defendant has used in interstate commerce and continues to use in interstate commerce, without any authorization or consent from Kenashii, Kenashii's Trademarks and spurious marks that are substantially similar to Kenashii's Trademarks to market and sell Counterclaim-Defendant's infringing products.

- 72. Counterclaim-Defendant's infringement was intended to cause, has causes, and is likely to continue to cause confusion and deception in the minds of consumers and the general public as to whether Counterclaim-Defendant's infringing goods are associated with Kenashii's (which they undoubtedly are not).
- 73. Based in part on Counterclaim-Defendant's changing of its product packaging to closely mimic Kenashii's, Kenashii reasonably believes that Counterclaim-Defendant has knowingly acted in marketing and selling Counterclaim-Defendant's infringing goods with the intention to benefit from the goodwill Kenashii has spent years garnering by building its brand.
- 74. Counterclaim-Defendant's conduct constitutes trademark infringement in violation of the Illinois State common law.
- 75. Counterclaim-Defendant has sold and continues to sell numerous infringing products to consumers in Illinois, and elsewhere in the United States.
- 76. Counterclaim-Defendant's conduct has damaged and continues to damage Kenashii for which Kenashii is entitled to damages.
- 77. Moreover, Counterclaim-Defendant's conduct, namely marketing and selling the infringing goods referenced herein, should be permanently enjoined by this Court, and Kenashii respectfully requests an order from this Court enjoining Counterclaim-Defendant from continuing to sell infringing goods.

COUNT IV

(Violation of Illinois Uniform Deceptive Trade Practices Act – 815 ILCS 510/2)

- 78. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 77, as though recited fully herein.
- 79. Kenashii's Trademarks fall within the definitions of "mark" and/or "trademark" under 815 ILCS 510/1(4) and (7).

- 80. By, *inter alia*, utilizing Kenashii's marks and/or trademarks in connection with its product listings and packaging, as well as the confusingly similar slogan "Waxing The Nose Beard" to sell competing products in Illinois and elsewhere, Counterclaim-Defendant has engaged in deceptive trade practices, which are prohibited in this state.
- 81. Counterclaim-Defendant's conduct in marketing, promoting, and selling infringing products to consumers in Illinois falls within the statutory prohibition of deceptive trade practices in that Counterclaim-Defendant's conduct has caused a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of its goods.
- 82. Moreover, Counterclaim-Defendant's conduct in marketing, promoting, and selling infringing products to consumers in Illinois, as well as designing a substantially similar packaging, also represented, and continues to represent, that Counterclaim-Defendant's goods have a sponsorship, approval, status, affiliation, or connection with Kenashii that Counterclaim-Defendant's goods lack.
- 83. Accordingly, Kenashii has been damaged by Counterclaim-Defendant's conduct and will continue to be damaged.
- 84. Because Counterclaim-Defendant's conduct was willful, wanton, deliberate, and made with knowing disregard of Kenashii's superior intellectual property rights, Kenashii should be awarded costs and attorneys' fees pursuant to 815 ILCS 510/3 in addition to damages and injunctive relief prohibiting Counterclaim-Defendant from continue to sell infringing goods.

COUNT V(Violation of Illinois Consumer Fraud and Deceptive Practices Act – 815 ILCS 505/2)

85. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 84, as though recited fully herein.

- 86. Counterclaim-Defendant has sold, marketed, promoted, and otherwise introduced into the State of Illinois's stream of commerce (and elsewhere) products marketed to Illinois consumers and the general public.
- 87. At some point in 2023, after Kenashii spent years building up its brand, Counterclaim-Defendant misappropriated Kenashii's intellectual property rights in order to market and promote Counterclaim-Defendant's products to co-opt the goodwill associated with Kenashii's brand name and otherwise deceive consumers into believing they were purchasing products from Kenashii or a Kenashii affiliate when they were not.
- 88. In doing so, Counterclaim-Defendant engaged in deceptive trade practices, perpetrated a fraud on Illinois consumers, and violated the Illinois Uniform Deceptive Trade Practices Act.
- 89. Moreover, upon information and belief (as informed, at least in part, by Kenashii's review of recent listings on third-party retailing sites), Counterclaim-Defendant still continues to engage in unlawful practices by allowing infringing goods to enter the stream of commerce.
- 90. Because of Counterclaim-Defendant's foregoing conduct, Kenashii has been damaged.
- 91. Accordingly, pursuant 815 ILCS 505/10a, this Court should award damages, including punitive damages, costs, and attorneys' fees, and grant injunctive relief precluding Counterclaim-Defendant from engaging in such conduct in the future.

COUNT VI (Common Law Unfair Competition)

92. Kenashii re-alleges and incorporates by reference the preceding Paragraphs 1 to 91, as though recited fully herein.

- 93. By the foregoing conduct, including *inter alia*, misappropriating Kenashii's intellectual property rights without authority or consent and utilizing the confusingly similar slogan "Waxing The Nose Beard" to sell competing products in Illinois, Counterclaim-Defendant has also engaged in unfair competition, in violation of the Illinois common law.
- 94. Accordingly, Kenashii requests that damages be awarded against Counterclaim-Defendant for its unlawful, unfair competition in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Kenashii demands a trial by jury on all claims and issues so triable in connection with its Counterclaims.

PRAYER FOR RELIEF

WHEREFORE, Kenashii prays this Court enter:

- A. Judgment in Kenashii's favor on all counts recited in Plaintiff's Complaint;
- B. An Order upholding the validity of Kenashii's Trademarks;
- C. Judgment in Kenashii's favor on Counts I VI in its Counterclaims, and that Kenashii receive all relief it is entitled thereto, including, permanent injunctive relief, and monetary damages to be determined at trial, plus punitive damages, costs, and attorneys' fees;
- D. An Order granting an award of three times Kenashii's damages in accordance with Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a), in an amount to be proved at trial, and after an accounting of Counterclaim-Defendant's profits realized on its sales of infringing goods across numerous retailing platforms servicing United States consumers;

E. An Order directing that Counterclaim-Defendant account for all of Counterclaim-Defendant's profits realized on its sales of infringing goods across numerous retailing platforms servicing United States consumers;

F. An award of punitive damages sufficient to deter Counterclaim-Defendant from engaging in such conduct in the future and to punish Counterclaim-Defendant's willful conduct;

G. An award of pre- and post-judgment interest; and

H. Such other and further relief as the Court deems just and proper.

Dated: April 2, 2025

Respectfully submitted,

WINDELS MARX LANE & MITTENDORF, LLP

By <u>/s Gabriel Altman</u>
Gabriel Altman
156 West 56th Street
New York, New York 10019
(212) 237-1000
galtman@windelsmarx.com
Counsel for Defendant Kenashii LLC

Exhibit A

United States of America United States Patent and Trademark Office

WAX THAT NOSE BEARD

Reg. No. 7,084,290

Registered Jun. 20, 2023

Int. Cl.: 3

Trademark

Principal Register

Kenashii LLC (WYOMING LIMITED LIABILITY COMPANY)

1-12-8 Higashiyama

Meguro City, Tokyo, JAPAN 153-0043

CLASS 3: Depilatories; Depilatory preparations; Depilatory preparations and substances; Depilatory wax; Wax for removing body hair; Wax strips for removing body hair

FIRST USE 4-18-2022; IN COMMERCE 4-18-2022

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "WAX"

SER. NO. 97-367,365, FILED 04-18-2022



Katherine Kelly Vidal

Director of the United States Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

• You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

Exhibit B

United States of America United States Patent and Trademark Office

NOSE BEARD

Reg. No. 7,492,614

Registered Sep. 03, 2024

Int. Cl.: 3

Trademark

Principal Register

Kenashii LLC (WYOMING LIMITED LIABILITY COMPANY)

1309 Coffeen Avenue

STE 1200

Sheridan, WYOMING 82801

CLASS 3: Depilatories; Depilatory preparations; Depilatory preparations and substances; Depilatory wax; Wax for removing body hair; Wax strips for removing body hair

FIRST USE 9-6-2023; IN COMMERCE 9-6-2023

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 98-166,200, FILED 09-06-2023



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

 You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

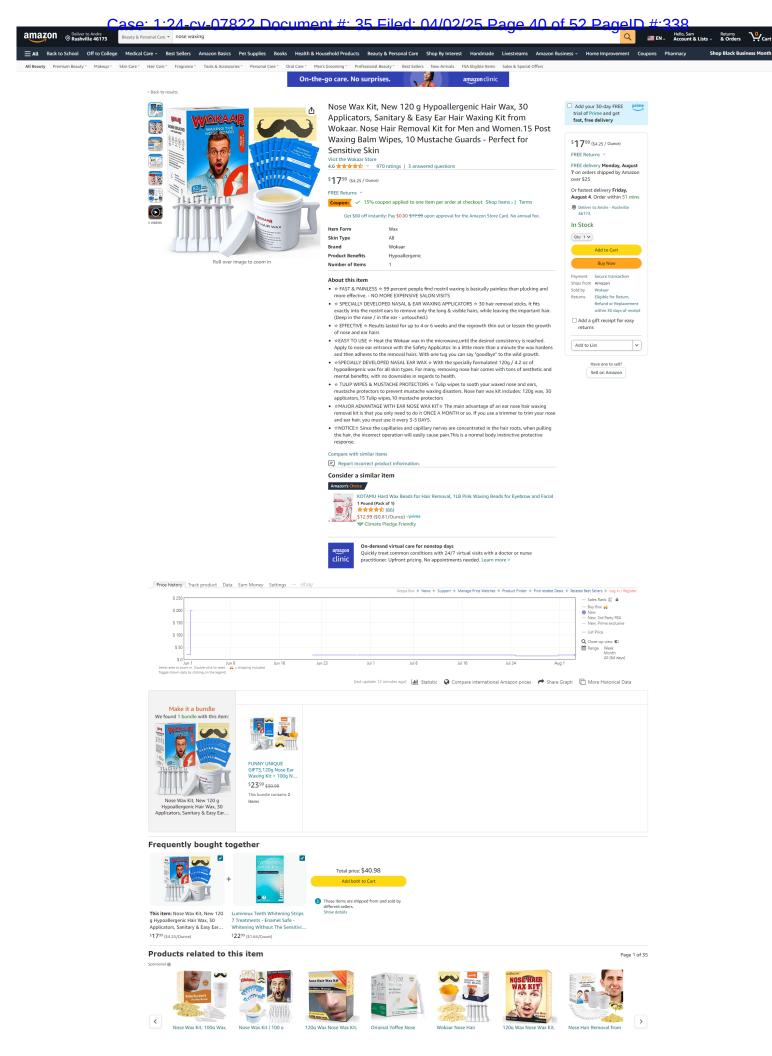
The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

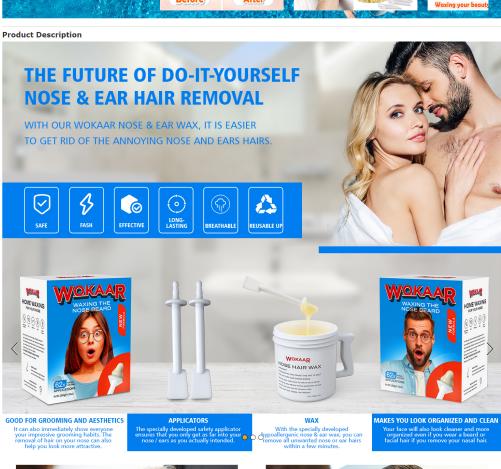
NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

Exhibit C

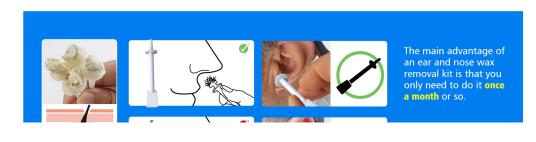


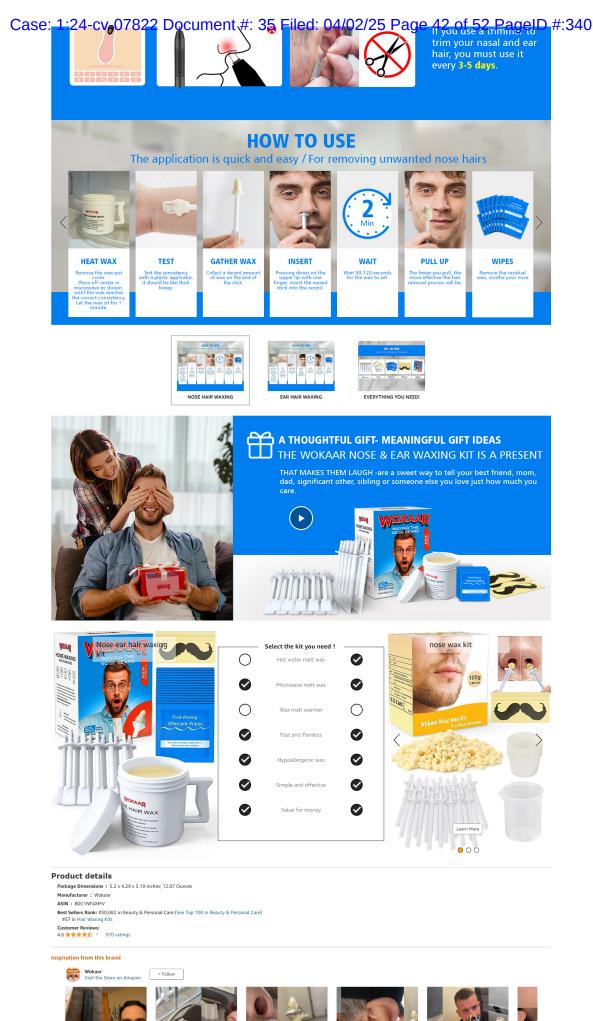


























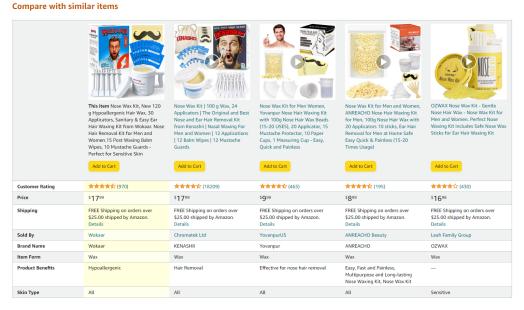












Videos Page 1 of 2

Videos for related products











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Important information

To report an issue with this product, click here.

Products related to this item



120g Wax Nose Wax I Nose Hair Wax, Nose Wax with 40 Applicators, **** 8,358 \$11.99 (\$2.83/Qunce)



Wokaar Nose Hair Waxing Kit for Men, 100 g Hard Wax Beads, 30 Applicators- Nasal Wa...

★★★★ 1,177 \$12.99 (\$3.71/Qunce)



120g Wax Nose Wax Kit, Nose Hair Wax, Nose Wax with 40 Applicators and 20 Wipes, Qu...
★★★☆ 171 \$12.99 (\$3.07/Ounce)



Kit, Nose Wax with 40 White Applicators, Nose \$12.99 (\$1.08/Ounce)



Glycolic/Salicylic Acid 10/2 Acne Control Pads with 10% Ultra Pure Glycolic Acid + ...

★★★☆ 2,533 \$24.95 (\$0.50/Count)



Wax Bear Roll On Wa Kit for Hair Removal,Roller Wax Cartridge Depilatory... \$29.99 (\$1.00/Qunce)

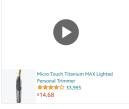


Nose Wax Kit, 100g Wax 30 Applicators, Nose Ear Hair Instant Removal Kits from Wok... ★★★★ 7,452 \$15.99 (\$15.99/0

Similar brands on Amazon









Page 1 of 2

>

Looking for specific info?

Q Search in reviews, Q&A...

Customer reviews *** 4.6 out of 5

970 global ratings		
5 star		72%
4 star		19%
3 star		5%
2 star		2%

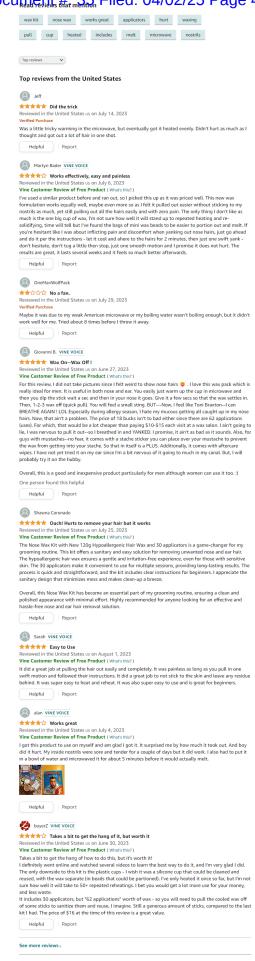
Reviews with images







Review this product
Share your thoughts with other customers
Write a customer review



Top reviews from other countries

Case: 1:24-cv-07822 Document #: 35 Filed: 04/02/25 Page 45 of 52 PageID #:343

The kit arrived yesterday, in time for Christmas lunch tomorrow (although I'm not actually eating this for my lunch tomorrow, but you know what I mean) so thought today would be perfect with 24 hours recove time in case things went tits-up.

Followed the instructions (using the boiling water method rather than the microwave method as mine in 900E which apparently is unheard of in instruction writing world, whereas boiling water is pretty universal) which were fairly simple to understand.



Amazon Customer

Amazur Sanza Easy to use

- '-----d in the United Kingdom as on May 29, 2023

Easy to use. Hurts like hell. Great results but shed tears getting them.

simon hyams

★★★★ Pain free, hair free, easy to use, does what it says on the tin (box)
Reviewed in the United Kingdom as on January 5, 2020

Is thime waxer, Very anxious buyer when it comes to stuff lie this. I'm the guy that sees 85% 5 star, 10% 4 star, 5% 1 stars and all I concentrate on is the 5% 1 stars. I'm glad I didn't.

The packaging was all great, everything simple to use. It took about 2 min for the wax to melt in my 900w

Wax went on the stick great, stringy bits trailing off buts it wax, what do you expect. (And I've never ever waxed anything in my life, or used it before but a hint of common sense helped).

I was able to put into the nose ok, seemed a little weird at first because alot of the wax seemed to spread across the outside under the nose, but it turns out that's ok.

I turned the stick as I was inserting into the nose to spread the wax a bit.

Waited 4 minutes, Lust to be safe that the wax hald set.

Then the nervous bit. My pain threshold is slim to none. I hate it. I'm a fairy when it comes to this sort of thing. It hurst when the wife squeezers my its on my back, or when she plucks my odd long eye brow hair.

Nothing compares to the pain when those little hairs at the very front of your nose (those ones that cut).

9 people found this helpful

M Andrew

This product worked very well and it's painless - it's a little messy in use but not badly so - but there's not much to it so the price seems high for what you get. The instructions are obviously a chinese translation as there is an explanation of how to heat the wax in a wok!

Report

A Customer

*** Actually works. Highly recommended.

Reviewed in the United Kingdom GB on August 14, 2019

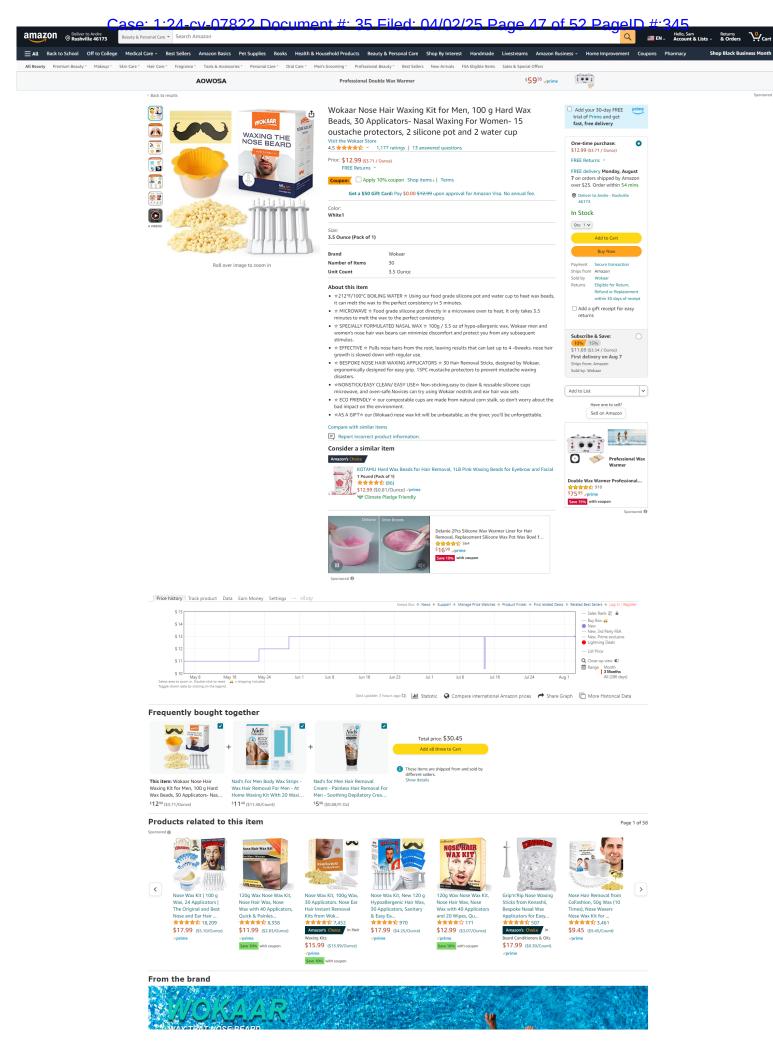
Verified Purchase

So, I don't believe Amazon reviews, and you shouldn't either, so stop reading this...+) That aside, I thought
f'd jive this product a go. I read and re-read the instructions carefully - they are quite clear if you apply
some common sense. The beads metted easily over a boiling water cup - no need for microwave. I put a
good glob of was cont to estick, publed it up my nostril and then pressed all round to ensure the sides of
the nose, and the hair, down to the base was properly embedded into the wax. Like it says, do not twist. I
did one nostril at a time. I waited a few minutes to be confident it had sex and then, nervously I tried
yanking. They say to pull hard with one pull, but 'fd used enough wax that if 'I dyanked, it, a m confident
that I would have both removed my nose and screamed loudly and used some inappropriate
language_actually, it would have been entirely appropriately. This may depend on how much and what
thickness of hair you have— in my case tots' and 'quite thick' ('m a male in my 40s). So, instead, I just pulled
hard and continuously and It pulled away... and... WOW It looked at the stick - It looked like
The hard was gone - a brilliant job.
Then I did the other nostil. So, this is highly recommended. An excellent job - wish I'd found this years ago.
I paid for this product as part of a normal order without incentive or seller bribe/payment etc...

1 Secole found this helfoil.

13 people found this helpful

Exhibit D



Case: 1:24-cv-07822. Document #: 35 Filed: 04/02/25 Page 48 of 52 PageID #:346



Product Description

Wokaar WAX THAT NOSE BEARD



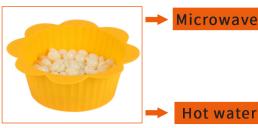






Ineffective Pain! Unhygienic

Useless Plastic Blade Too Sharp Ineffective Uncomfortable To Use Pain Unhygienic Very Painful



Microwave



Heat for 60~90 Seconds



Wait 2-3 mins Until the Wax Fully Melt















Product details

Package Dimensions: 5.43 x 4.02 x 2.95 inches; 8.47 Ounces

ASIN: B0B45SPRWV

Best Sellers Rank: #66,859 in Beauty & Personal Care (See Top 100 in Beauty & Personal Care) #114 in Hair Waxing Kits

Customer Reviews: 4.5 ★★★☆ ~ 1,177 ratings

Inspiration from this brand









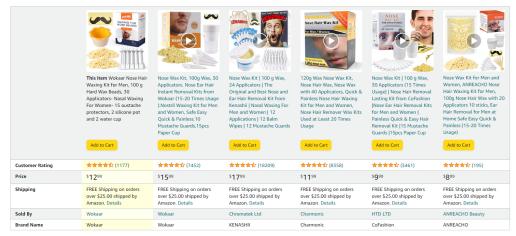
★ ★ ★ ★ WORKS ON EARS







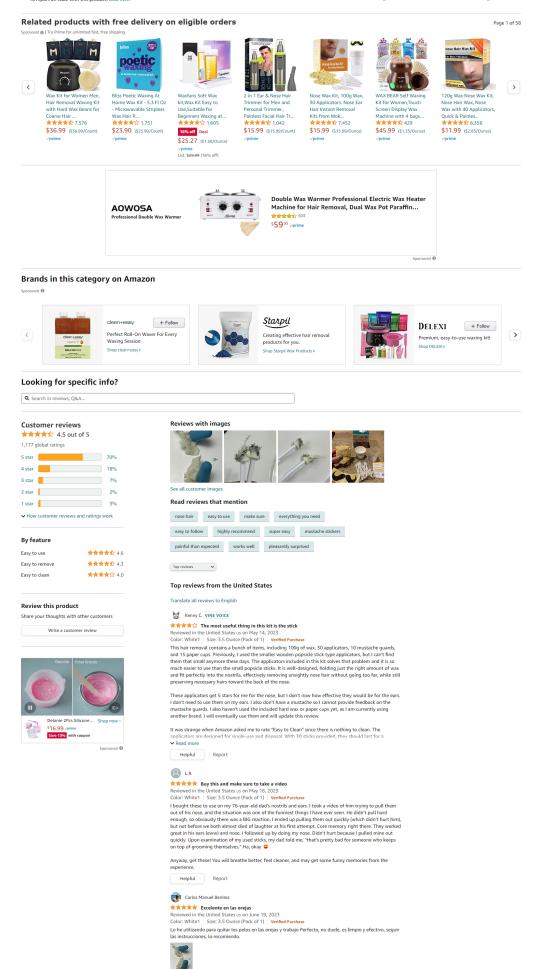
Compare with similar items



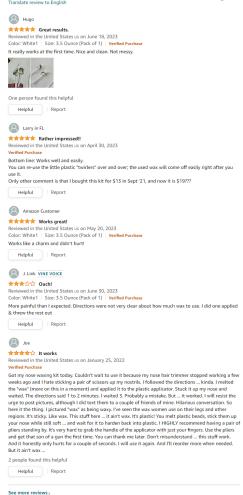
Videos

Help others learn more about this product by uploading a video!

Upload your video



2 people found this helpful Helpful Report





Similar items that may deliver to you quickly

Disclaimer: While we work to ensure that product information is correct, on occasion manufacturers may alter their ingredient lists. Actual product packaging and materials may contain more and/or different information than that shown on our Web site. We recommend that you do not solely rely on the information presented and that you always read labels, warnings, and directions before using or consuming a product. For additional information about a product, please contact the manufacturer. Correct on this site is for reference purposes and is not intended to substitute for advice given by a physician, pharmacist, or other licensed health-care professional. You should not use this information as self-diagnosis or for retenting a health problem or disease. Contact your health-care provider immediately if you suspendiately problem and problems information and statements regarding directly applements have not been evaluated by the Food and Drug Administration and and are not intended to diagnose, treat, cure, or prevent any disease or health condition. Amazon.com assumes no liability for inaccuracies or mistatements about products.



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